

# Let Residential Property

## Policy Wording

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In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

**The insurance relates ONLY to those sections of the certificate which are shown in the schedule as being included.**

The written authority (which number is shown in the **schedule**) allows **your broker** to sign and issue this certificate on behalf of **Great Lakes Reinsurance (UK) PLC**.



## Introduction

*This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your property** insurance document.*

*This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.*

*Please read the whole document carefully.* *It is arranged in different sections. It is important that*

- ***you** are clear which sections **you** have requested and want to be included;*
- ***you** understand what each section covers and does not cover;*
- ***you** understand **your** own duties under each section and under the insurance as a whole.*

*Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.*

*Wherever the following words appear in this insurance they will have the meanings shown below.*

### **Bodily injury**

*Damage to persons caused by accident or disease.*

### **Buildings**

- *The main structure of the **property***
- *fixtures and fittings attached to the **property***
- *domestic outbuildings and private garages*
- *permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates, paths, drives and fences and fixed fuel tanks*

***you** own or for which **you** are legally liable within the **premises** named in the **schedule**.*

***Buildings** do NOT include:*

- *radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property***
- *carpets*

### **Computer virus**

*A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to "trojan horses", "worms" and "time or logic bombs".*

### **Contents**

*Household goods, within the **property**, which **you** own or which **you** are legally liable for.*

***Contents** includes:*

- *radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property***
- *items in outbuildings, garages or sheds, but within the **premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the property)*



- domestic oil in fixed fuel oil tanks up to £500 which **you** have paid
- carpets, but not permanently fitted flooring

**Contents** does NOT include:

- motor vehicles caravans, trailers or watercraft or their accessories
- televisions, satellite decoders, radios and audio equipment
- home computers
- clothing, personal effects, pedal cycles
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance.
- gold, silver, gold and silver plated articles, jade, jewellery, furs, object d-art, or fine art.

<b>Electronic data</b>	Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
<b>Excess</b>	The amount payable by <b>you</b> as shown in the <b>schedule</b> in the event of a claim
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Property</b>	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>excess</b> , the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>We / us / our</b>	Great Lakes Reinsurance (UK) PLC.
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b>
<b>Your broker</b>	The insurance broker who placed this insurance on <b>your</b> behalf.



## General Conditions applicable to the whole of this insurance

### Your duties

1. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation. If you fail to comply with any part of this condition claims as a result of illegal entry or exit will not be covered,
2. **You** must ensure that the insured **property** is adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **property** being insecure will not be covered.
3. **You** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **property** in a good state of repair.
4. **You** must immediately (and in any event within 10 days) inform **us** if the **property** becomes unoccupied, **you** move into the **property** or **your property** becomes illegally occupied, or **your** policy will be void.
5. **You** must immediately inform **us** if any structural changes are to be made at the **property** unless this has already been disclosed to **us** on the proposal form, if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase or **your** policy will be void.
6. **You** must notify **us**, by way of a signed claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date of the incident, if the incident is as a direct result of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the incident and then obtain a crime reference number, if **you** fail to comply with any part of this condition **your** claim will be void and not paid.
7. **You** must forward to **us**, by registered post and within 3 working days, any writ, summons or other legal document served on **you** in connection with a claim or possible claim, **you** must not answer any correspondence, admit, deny or negotiate any claim without **our** prior written consent, if **you** fail to comply with any part of this condition **your** claim will be void and not be paid.
8. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
9. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
10. **You** must take all reasonable care to limit any loss, damage or injury
11. If the **property** is unoccupied and a claim is being made under escape of water during the period 1<sup>st</sup> November to 1<sup>st</sup> April (both days inclusive), We reserve the right to request you provide us with any bills for any utilities being supplied to the **property** at the time of the loss or damage for verification by us.
12. **You** must comply with all regulations/statutory conditions regarding the letting of the **property/ies** including, but not limited to –
  - a. the number of persons legally allowed to reside at the property/ies
  - b. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
  - c. having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the property/ies.



13. **You** must ensure that all gas appliances fitted at the property/ies are serviced by a CORGI registered individual within 15 days of the inception of this insurance or not more than one calendar year from the date they were last serviced, whichever is the sooner. Thereafter **you** must have them serviced at least once every twelve months. You must keep in your possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. **You** will have to produce them for our inspection if we ask for them.
14. Throughout the period of insurance **you** must have an electrical certificate which is not more than 5 years old issued by an NICIEC member for the property/ies which confirms the entire electrical system is in a good state of repair
15. **You** must immediately (and in any event within 10 days) inform us of any change in the type of tenant/s at the property/ies, from that last disclosed to us, or if the property/ies becomes unoccupied, or the property/ies are not re-let within 30 days for whatever reason, or the property/ies become illegally occupied, or your policy will be void.



## General Conditions applicable to the whole of this insurance

### General conditions

1. All external doors to be fitted with five lever mortice deadlocks or similar security locks or fastenings and all opening windows to be fitted with window locks or double glazing.
2. Cover in respect of escape of water or burst pipes shall only apply provided that the **water** be turned off at the main, unless to service the central heating system during the period 1<sup>st</sup> November to 1<sup>st</sup> April (both days inclusive) so as to maintain a temperature within the **property** of 58 degrees Fahrenheit or 15 degrees Centigrade.
3. If any claim is fraudulent or intentionally exaggerated or if any false or misleading statement is given by **you** or **your** representative then **your** claim will be void and not paid.
4. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid.
5. **We** or **our** representatives will be entitled to enter the **property** or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
6. **We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered beyond the amount which would have been covered under such other insurance had this insurance not been effected.
7. This policy is subject to English Law and any disputes in connection with this policy will be subject to English courts, if there is any dispute as to which law applies, it will always be English Law.

### Cancellation clause

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing to **your** last known postal address or **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

### Data Protection Act 1998

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.



## Claims Conditions applicable to the whole of this insurance

### Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **your broker** as soon as possible giving full details of what has happened.
2. **you** must provide **your broker** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **you** must forward to **your broker** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must take all reasonable care to limit any loss, damage or injury.
7. **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Beech Underwriting Agencies Claims Unit 12 Starnes Court, Union Street, Maidstone, Kent ME14 1EB.

Telephone 01622 755218

### How we deal with your claim

#### 1. Defence of claims

**We** may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

#### 2. Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

#### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.



## Section one

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### Buildings

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What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We</b> will not pay
1. Fire, lightning, explosion or earthquake	the <b>excess</b> shown in the <b>schedule</b>
2. Aircraft and other flying devices or items dropped from them	the <b>excess</b> shown in the <b>schedule</b>
3. Storm, flood or weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences c) the <b>excess</b> shown in the <b>schedule</b>
4. Escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools c) the <b>excess</b> shown in the <b>schedule</b>
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) the <b>excess</b> shown in the <b>schedule</b> c) for loss or damage caused by faulty workmanship
6. Theft or attempted theft	a) for loss or damage unless caused by forcible and violent entry to or exit from the <b>property</b> b) the <b>excess</b> shown in the <b>schedule</b>



Section one

**Buildings** (continued)

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	<b>We</b> will not pay
7. Collision by any vehicle or animal	the <b>excess</b> shown in the <b>schedule</b>
8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) the <b>excess</b> shown in the <b>schedule</b> b) Malicious Damage, but not caused by you or any person(s) lawfully at the property
9. Subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event c) for loss or damage arising from faulty design, specification, workmanship or materials d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) the <b>excess</b> shown in the <b>schedule</b> f) for loss or damage caused by coastal erosion g) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the <b>excess</b> shown in the <b>schedule</b>
11. Falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> b) for loss or damage to gates and fences c) the <b>excess</b> shown in the <b>schedule</b>



## Section one

### Buildings (continued)

What is covered	What is not covered
<p>This section of the insurance also covers</p> <p>A) the cost of repairing <b>accidental damage</b> to</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b></p>	<p><b>We</b> will not pay</p> <ul style="list-style-type: none"> <li>a) the <b>excess</b> shown in the <b>schedule</b></li> <li>b) for damage caused by chipping, denting or scratching</li> <li>c) for loss or damage while the <b>property</b> is <b>unoccupied</b></li> </ul>
<p>B) the cost of repairing <b>accidental damage</b> to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally liable for</p>	<ul style="list-style-type: none"> <li>a) for damage due to wear and tear or any gradually operating cause</li> <li>b) the <b>excess</b> shown in the <b>schedule</b></li> <li>c) for loss or damage to any part of the cables or service pipes within the buildings</li> </ul>
<p>C) • loss of rent due to <b>you</b> which <b>you</b> are unable to recover</p> <p>for a reasonable period necessary to repair the <b>buildings</b> which is covered under section one</p> <p>additional costs of alternative accommodation substantially the same as your existing accommodation which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one.</p>	<ul style="list-style-type: none"> <li>a) any amount over 25% of the sum insured for the <b>buildings</b> damaged or destroyed</li> <li>b) for loss or rent arising from the tenants leaving the buildings without giving <b>you</b> notice</li> <li>c) rent tenants have not paid</li> <li>d) for loss of rent to any buildings that were unoccupied immediately before the insured event giving rise to a claim</li> <li>e) for loss of rent or any other expenses you must pay to the letting agent</li> <li>f) for loss of rent arising from any part of the home that is used for anything other than domestic accommodation</li> <li>g) for loss to rent after the <b>property</b> is fit to be let out</li> <li>h) for loss of rent for more than 12 months</li> </ul>



<p>D) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the building</li> <li>• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements</li> </ul> <p>following loss or damage to the <b>buildings</b> which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage</p>
<p>E) Increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one.</p>	<p>More than £750 in any <b>period of Insurance</b>, if <b>you</b> claim for such loss under under sections one and two, <b>we</b> will not pay more than £750 in total.</p>
<p>F) Anyone buying the <b>property</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>If the <b>buildings</b> are insured under any other insurance</p>



## Section one

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### **Buildings** (continued)

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#### Accidental Damage to the **buildings**

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

#### **What is covered**

#### **What is not covered**

This extension covers	We will not pay
Accidental Damage Extension to the <b>buildings</b>	<ul style="list-style-type: none"><li>a) For damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one</li><li>b) For the <b>buildings</b> moving, settling, shrinking, collapsing or cracking</li><li>c) For damage while the <b>property</b> is being altered, repaired, cleaned, maintained or extended</li><li>d) For damage to outbuildings and garages which are not of <b>standard construction</b></li><li>e) For the cost of general maintenance</li><li>f) For damage caused by wear tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li><li>g) For damage arising from faulty design, specification, workmanship or materials.</li><li>h) For damage from mechanical or electrical faults or breakdown</li><li>i) For damage caused by dryness, dampness, extremes of temperature or exposure to light</li><li>j) For damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, fuel tanks, piers, jetties, bridges, and culverts</li><li>k) For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li><li>l) The <b>excess</b> shown in the <b>schedule</b></li><li>m) For loss or damage which <b>your</b> lodgers or tenants have caused, chosen to overlook or not reported to the police</li></ul>



## Conditions that apply to section one (**buildings**) only

### Settling claims

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#### How **we** deal with **your** claim

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1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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#### **Your** sum insured

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3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

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#### Limit of insurance

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5. **We** will not pay more than the sum insured for each **premises** shown in the **schedule**.



## Section two

### Contents

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion or earthquake	the <b>excess</b> shown in the <b>schedule</b>
2. aircraft and other flying devices or items dropped from them	the <b>excess</b> shown in the <b>schedule</b>
3. storm, flood or weight of snow	a) property in the open b) the <b>excess</b> shown in the <b>schedule</b>
4. escape of water from fixed water tanks, apparatus or pipes	the <b>excess</b> shown in the <b>schedule</b>
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) for loss or damage due to wear and tear or any gradually operating cause b) for loss or damage caused by faulty workmanship c) the <b>excess</b> shown in the <b>schedule</b>
6. theft or attempted theft	a) unless the loss or damage is caused by a violent and forcible entry b) from any detached domestic outbuildings and garages c) for money, certificates, documents or valuables d) for loss or damage which <b>your</b> lodgers or tenants have caused, allowed, chosen to overlook or not report to the police e) for loss or damage while the property is unoccupied f) the <b>excess</b> shown in the <b>schedule</b>
7. collision by any vehicle or animal	the <b>excess</b> shown in the <b>schedule</b>
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the <b>property</b> is <b>unoccupied</b> b) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception c) Malicious damage, but not if caused by you or any person(s) lawfully at the property d) The <b>excess</b> shown in the <b>schedule</b>



<p>9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip</p>	<p>a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>b) for loss or damage arising from faulty design, specification, workmanship or materials</p> <p>c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law</p> <p>d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</p> <p>e) for loss or damage by coastal erosion</p> <p>f) the <b>excess</b> shown in the <b>schedule</b></p>
<p>10. falling trees, telegraph poles or lamp-posts</p>	<p>a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b></p> <p>b) the <b>excess</b> shown in the <b>schedule</b></p>



## Conditions that apply to section two (**contents**) only

### Settling claims

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#### How **we** deal with **your** claim

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1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two.  
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
  - the new article is as close as possible to but not an improvement on the original article when it was new; and
  - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

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#### **Your** sum insured

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3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

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#### Limit of insurance

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**We** will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.



Section three

**Property Owners Liability**

**We** will cover **you** for **your** legal liability as property owner for any amounts **you** become legally liable to pay as damages for both **bodily injury** or damage to property caused by an accident happening at the **premises** shown in the **schedule**, during the period of insurance.

**We** will not pay in respect of other liability covered under section three more than **£2,000,000** in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

<b>What is covered</b>	<b>What is not covered</b>
<p><b>We</b> will indemnify <b>you</b></p> <p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"><li>• <b>bodily injury</b></li><li>• damage to property</li></ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p>	<p><b>We</b> will not indemnify <b>you</b> for any liability</p> <p>a) for <b>bodily injury</b> to</p> <ul style="list-style-type: none"><li>• <b>you</b></li><li>• any other permanent member of the <b>home</b></li><li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li></ul> <p>a) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>b) arising out of any criminal or violent act to another person</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"><li>• <b>you</b></li><li>• any other permanent member of the <b>home</b></li><li>• any person engaged in <b>your</b> service</li></ul> <p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>



Section three

**Property Owners Liability** (continued)

Part A (continued)

**What is not covered**

	<b>We will not indemnify <b>you</b> for any liability</b>
	<p>g) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"><li>i) any motorised or horsedrawn vehicle other than:<ul style="list-style-type: none"><li>• domestic gardening equipment used within the <b>premises</b> and</li><li>• pedestrian controlled gardening equipment used elsewhere</li></ul></li><li>ii) any power-operated lift</li><li>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li><li>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li></ul> <p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"><li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li><li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</li></ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b></p> <p>j) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>



## Section four

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### Accidents to Domestic Staff

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This section of the policy only applies to any property/ies where the contents are insured.

**We** will cover **you** for any amounts **you** become legally liable for accidental bodily injury to your domestic staff employed in connection with the property anywhere in the world during the period of insurance, plus costs and expenses which **we** have agreed to pay.

**The** most we will pay for any one accident or series of accidents arising out of any one event is **£2,000,000** in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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<b>What is covered</b>	<b>What is not covered</b>
<b>We</b> will indemnify <b>you</b>	<b>We</b> will not indemnify <b>you</b> for any liability
(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for  ● <b>bodily injury</b>	for <b>bodily injury</b> arising directly or indirectly from any vehicle  for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition  or <b>bodily injury</b> arising directly or indirectly in connection with <b>your</b> profession, occupation, business or employment



## General Exclusions applicable to the whole of this insurance

We will not cover:

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### c) Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**
- due to consequential loss of any kind or description.

### d) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



## General Exclusions applicable to the whole of this insurance

### Continued

#### e) Nuclear, Biological and Chemical Contamination Clause

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### f) Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, subsidence or heave.



## General Exclusions applicable to the whole of this insurance

### Continued

#### g) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any physical loss or damage to insured property
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

#### h) Diminution in value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

#### i) Contractors

We will not pay for any loss, damage or liability arising out of the activities of contractors, for the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman

#### i) Electronic Data Exclusion

We will not pay for

Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic data** from any cause whatsoever (including but not limited to **Computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **Electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **Electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such **Electronic data** to the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled.



## Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

### 1. Alarm clause

This insurance does not cover theft unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company.

### 2. Non-standard construction clause

It is agreed that the **property** is not of **standard construction**.

### 3. Minimum security clause

This insurance does not cover theft from the private dwelling of the **property** unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.

Windows: Key operated security locks to all ground floor and other accessible windows.

### 4. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.

### 5. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

### 6. Flat Roof Warranty

It is warranted that all flat roof sections be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and a certificate issued confirming the roof section is in sound weather proof condition.



## Endorsements

### Continued

#### 7. Index-linking clause

The sums insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.

Section two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured.

For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### 8. Your bank or building societies interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

#### 9. FLEA Cover Only Clause

Cover is restricted to Fire, Lightning, Explosion, Earthquake and Aircraft and other flying devices or items dropped from them.

#### 10. Escape of Water Clause

Cover in respect of escape of water or burst pipes shall only apply provided that the **water** be turned off at the main, unless to service the central heating system during the period 1<sup>st</sup> November to 1<sup>st</sup> April (both days inclusive) so as to maintain a temperature within the **property** of 58 degrees Fahrenheit or 15 degrees Centigrade.

#### 11. Plate Glass Exclusion

Plate glass is not covered by this insurance

#### 12. Illegal entry and security

It is a condition of the policy that the **property** to be insured is secured against illegal entry, and all Accessible windows and post boxes are to be boarded up.



## Endorsements

### Continued

#### 13. Unoccupied Endorsement

##### Conditions Applicable

- a) It is warranted that the Insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately
- b) **Property** must be maintained in a good condition
- c) All letter boxes and other similar openings to be sealed
- d) All loose material to be kept clear of the property

##### Cover Applicable

##### Buildings

- a) Cover is restricted to Fire, Lightning, Explosion, Earthquake and Aircraft and other flying devices falling from them.
- b) Property Owners Liability

##### Contents

- a) As above
- b) No cover available for contents within the outbuildings and/or garages

##### Excess

£ 250

#### 14. Cooking and Portable Heater Warranty

Exclude any loss or damage caused by any form of cooking unless in a clearly designated kitchen or in an area where the fire officer has given written approval.

Excluding any loss or damage caused by the use of portable heating appliances other than oil filled electric radiators or fan assisted electric heaters.



## **Notice to the *insured***

*The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.*

*If **you** have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact **your broker***

*If **you** are unable to resolve the situation and wish to make a complaint **you** can do so at any time by referring matters to the Compliance Officer of Great Lakes Reinsurance (UK) PLC.*

*The address is:*

*Compliance Officer  
Great Lakes Reinsurance (UK) PLC  
1, Minster Court  
Mincing Lane  
London  
EC3R 7YH*

*Telephone – 020-7929 2893*

*Complaints that cannot be resolved by the Company may be referred to the Financial Ombudsman Service:*

*Financial Ombudsman Service  
South Quay Plaza  
183, Marsh Wall  
London  
E14 9SR*

*Telephone – 0845-0801800*

*In all communications the policy/certificate number appearing in line one of the **schedule** should be quoted.*

### **Compensation**

*We are covered by the Financial Services Compensation Scheme (FSCS).*

*Subject to the FSCS Rules you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.*

*General insurance products are generally covered for 100% of the first £2,000 and 90% of the remainder of the claim. However, compulsory classes of insurance are covered for 100% of the claim. In each of these cases there is no limit to the amount of compensation payable. Further information about compensation scheme arrangements are available from FSCS.*



